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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS           §  
                                      §  
COUNTY OF TARRANT   §

KNOW ALL MEN BY THESE PRESENTS:

**OIL AND GAS LEASE**  
**(No Surface Use)**

THIS OIL AND GAS LEASE (No Surface Use) is made and effective this 21st day of May 2008 (the "**Effective Date**"), by and between the undersigned parties listed on attached Schedule I, whose addresses are listed on attached Schedule I hereto (hereinafter "**Lessor**"), and **XTO Energy Inc.**, a Delaware corporation, whose address is 810 Houston Street, Fort Worth, Texas 76107 (hereinafter "**Lessee**").

1. **GRANTING CLAUSE.** Lessor, in consideration of good and valuable consideration in hand paid by Lessee, the receipt of which is hereby acknowledged, and in consideration of the royalties herein provided, and the covenants, agreements and obligations of Lessee herein contained, and upon and subject to the conditions and with the limitations hereinafter set forth, hereby leases and lets exclusively unto Lessee, for the purpose of exploring for, developing and producing oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore ("**oil and gas**"), from all those certain lands situated in Tarrant County, Texas, described on the Schedule I attached hereto (herein the "**Leased Premises**"). This Lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the Land, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. If any additional acreage is included in this Lease pursuant to the foregoing sentence, then bonus shall be calculated and paid as to said additional acreage on the same terms as it is calculated and paid for the land specifically described above. This lease does not grant to Lessee any right to explore for or produce any mineral or other substance except for oil and gas.

2. **PRIMARY TERM.** This lease shall remain in force and effect for a term of two (2) years from the Effective Date set out above (hereinafter called "**Primary Term**"), and as long thereafter as there is production in paying quantities from the Leased Premises or from lands properly pooled therewith or this lease is otherwise maintained in effect under its other provisions. If at the end of the Primary Term, or at any time thereafter, this lease is not otherwise being maintained in force and effect but Lessee is then engaged in actual drilling or reworking operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted in good faith with no interruption of more than ninety (90) consecutive days, and if any such operations result in the production of oil or gas, as long thereafter as there is production of oil or gas in paying quantities from the Leased Premises or lands pooled therewith. Actual drilling operations shall

be deemed to have commenced when a drilling rig and machinery capable of drilling to a depth sufficient to test a prospective oil or gas horizon for such well have been erected on the well location which may be located outside of the pooled unit

3. EXTENSION OF PRIMARY TERM. The Primary Term of this lease may be extended for one (1) additional year by Lessee by making a payment to Lessor of \$15,000.00 per net mineral acre covered by this lease, on or before the end of the Primary Term.

4. ROYALTY. As royalty, Lessee covenants and agrees to pay to Lessor:

(a) 26% of all oil and other liquid hydrocarbons produced and saved from the Leased Premises, to be delivered at Lessor's option at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities on the Leased Premises, or, at Lessor's option, 26% of the value thereof, all free of all costs and expenses. All oil and liquid hydrocarbons shall be measured in tanks of Lessee or by accurate liquid meters approved by Lessor.

(b) 26% of the value at the point of sale to the first purchaser, which is not an affiliate of Lessee, and not at the well, of all gas (including casinghead gas) and all other substances (excluding oil) covered hereby, free of all costs and expenses. For purposes hereof, "value" is defined as the price actually received by Lessee for the sale of gas and all other substances produced and saved hereunder, provided the same is sold under an arms-length and competitively negotiated contract for the sale of such product. Lessor's gas royalty shall include Lessor's 26% of the value realized by Lessee at the tailgate of the processing plant from all condensate, distillate and natural gasoline and all other liquefiable hydrocarbons extracted by or for Lessee from gas produced from the Leased Premises, by any method. Lessor shall also be entitled to its 26% royalty share of any take-or-pay or similar payments received in connection with any gas contract modification or termination. Lessee shall pay royalty on all gas produced from the Leased Premises, and Lessee shall have no right to free use of gas produced from the Leased Premises for any purpose, including any operations under this lease.

(c) Lessee agrees that it will not enter into any contract for the sale, delivery, transporting or processing of gas or products produced from the Leased Premises which shall extend more than two (2) years from the effective date of such contract unless such contract has adequate provisions for redetermination of price at intervals of no less frequency than one (1) year to ensure that production from this lease is not being sold for less than the then current market value of such gas.

(d) Notwithstanding anything herein to the contrary, the royalties accruing under this lease shall be determined and delivered to Lessor free of any deduction for any costs of development, production, compression, processing, treating, gathering, transportation, delivery, marketing, or any part of the costs of construction, operation, or depreciation of any plant or other facilities or equipment used in the handling of oil, or gas, or any other post-production costs of any nature, excepting however: (i) taxes of any character applicable to Lessor's share of production that are paid by Lessee; and (ii) Lessor's proportionate part of transportation costs incurred in an arm's length transaction charged by a third-party not affiliated with Lessee, whether such charges are passed through an affiliate or not. It is the intent of the parties that the foregoing provisions of this subparagraph 4(d) are to be fully enforceable and

effective and are not to be construed as "surplusage" under the principles set forth in *Heritage Resources v. NationsBank*, 939 S.W.2d 118 (1997).

(e) After the expiration of the primary term, if there is on lands pooled with the Leased Premises a well capable of producing gas in paying quantities but gas is not being marketed therefrom for a period of ninety (90) consecutive days and this lease is not then being maintained by other production or operations, then this lease shall terminate unless on or before the end of such ninety (90) day period, Lessee tenders or pays as shut-in royalty hereunder the sum of One Hundred Dollars (\$100.00) per acre to Lessor, which payment shall maintain this lease in full force and effect for a period of one (1) year from the date such well is shut-in, and it will be considered that gas is being produced hereunder in paying quantities. Lessee may exercise its right to make shut-in royalty payments as provided for herein from time to time; however, this lease may be maintained by such shut-in payments only if Lessee is exercising reasonable diligence in attempting to market and sell gas producible hereunder. At the option of Lessee, which may be exercised by Lessee giving written notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such the well is shut-in shall be when the drilling operations are completed. Notwithstanding anything herein to the contrary, this lease shall not be maintained by shut-in royalty payments for any period longer than three (3) cumulative years.

(f) Unless there is a reasonable title dispute or question as to title, the initial royalty payments shall be due within one hundred twenty (120) days after the end of the month in which first sales were made. All subsequent royalty payments shall be due within thirty (30) days after the end of the month for oil and sixty (60) days for gas in which the production is sold. Should Lessee fail to pay such royalty within such time, then Lessee shall pay to Lessor interest on said accrued royalties at the average prime interest rate charged by the two largest banks in Tarrant County, Texas, plus two percent (2%), from the due date until the date of payment, or the highest amount provided by law, whichever is the lesser. The rights of Lessor under this paragraph shall be in addition to, and not in lieu of, all rights Lessor may have as to payment of royalty under V.T.C.A. Natural Resources Code §§ 91.401 through 91.405.

(g) The term "affiliate of Lessee", as used herein, means and includes any individual, firm, corporation, partnership, limited liability company, association, joint stock company, pension fund, trust or trustee thereof, estate or executor thereof, unincorporated organization or joint venture, or any other legally recognizable entity that (a) directly or indirectly owns, controls or holds with power to vote 10% or more of the outstanding voting securities of Lessee, (b) 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by Lessee, or (c) directly or indirectly controls, is controlled by or is under common control with Lessee. In the event gas, oil or byproducts thereof shall be sold to an affiliate of Lessee, Lessor's royalty shall be the greater of (i) the net proceeds realized by Lessee or (ii) the value of such as determined through the use of market value index prices for the month of production as set forth in Published Indices. For purposes of this lease, "Published Indices" must be industry recognized published price references, unaffiliated with Lessee, which reflect the market value for oil, gas, or byproducts produced in Tarrant County, Texas. In the event Published Indices are unavailable for gas produced in Tarrant County, Texas, Published Indices for the Houston Ship Channel shall be used, with an appropriate deduction for the cost of transmission of the gas through common

carrier transmission lines from the field to the Houston Ship Channel, regardless of where Lessee actually sells the gas. The Published Indices relied upon to determine the value of Lessor' oil, gas or byproducts may be changed from time to time in order to always reflect the true market value of the oil, gas or byproducts produced from the Leased Premises.

(h) To secure Lessee's payment of royalties and compliance with the other terms and provisions of this lease, Lessor hereby retains, and Lessee hereby grants to Lessor, a security interest in 26% of all (as extracted collateral): (i) oil and gas produced, saved and extracted from the Leased Premises, under and pursuant to this lease, and (ii) all accounts arising out of the sale of such oil and gas and all proceeds thereof (the "**Collateral**"). The security interest created hereby shall continue with respect to oil and gas produced, saved and extracted from the Leased Premises notwithstanding the sale or other disposition thereof until Lessor, as secured party, receives indefeasible payment of the royalties due with respect thereto under the terms and provisions of this lease. In addition to any other remedies provided in this lease, Lessor, as a secured party, may in the event of Lessee's default hereunder, including any failure to pay when due royalties in the amount required hereby, (i) proceed under the Texas Uniform Commercial Code (the "**Texas UCC**") as to the Collateral, in any manner permitted by the Texas UCC and (ii) shall have available to it the remedy of sequestration available to secured parties, and to the extent permitted by law, the remedies of replevin, attachment and garnishment to assist Lessor in realizing upon its rights. This lease, or a memorandum thereof, shall, upon its recordation, be effective as a financing statement under the Texas UCC, and shall serve as an authenticated record under Texas Business and Commerce Code Section 9.203. The addresses of Lessor, as Secured Party, and Lessee, as Debtor, and information concerning Lessee's organizational type, state of organization and organization number are as set forth at the beginning of this lease. To assure continued perfection of the security interest created hereby, (i) Lessee agrees not to change its name or jurisdiction of organization without giving Lessor prior written notice and (ii) Lessee authorizes Lessor to file in any appropriate office a financing statement identifying Lessee as debtor and covering the Collateral and continuation statements with respect to this lease or any separate financing statement.

(i) The receipt by Lessee from a purchaser or pipeline company of proceeds of production for distribution to Lessor will not result in Lessee, or Lessee's operator, acquiring legal or equitable title to those proceeds, but Lessee, or Lessee's operator, will at all times hold the proceeds for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the Leased Premises or pipeline company transporting production from the Leased Premises, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

5. PROPORTIONATE REDUCTION. It is agreed that if this lease covers a less interest in the oil and gas in all or any part of said land than the entire and undivided fee simple estate, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein covered by this lease, bears to the whole and undivided fee simple estate therein.

6. PAYING QUANTITIES. For purposes hereof, "paying quantities" is defined as revenue from the sale of production from a well sufficient to return a profit, after deduction of

royalties, overriding royalties and production taxes, over and above all direct and indirect operating costs for any consecutive twelve (12) month period, without regard as to whether a reasonably prudent operator would continue to operate such well or wells.

7. **POOLING.** Lessee shall pool all, and not a portion of the Leased Premises with other adjoining land, lease, or leases, into one (1) pooled unit for a horizontal well (or wells) containing no more than six hundred and forty (640) acres, plus 10% tolerance (the "**Pooled Unit**"). Lessee shall execute an instrument identifying the Pooled Unit and file it for record in the public office in which this lease is recorded and provide a copy thereof to Lessor. Any unit formed may be amended or revised by Lessee by the addition of other leases and/or the expansion or contraction or both, before or after commencement of production, provided such revised unit complies with the provisions of this Lease. However, no part of the land covered by this Lease may be removed from an existing unit without the prior written consent of Lessor. If operations are being conducted for drilling on or production of oil or gas from any part of the Pooled Unit, such operations or production shall be considered as operations for drilling on or production of oil and gas from the Leased Premises. For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and gas from any pooled unit, there shall be allocated to Leased Premises (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas produced from the Pooled Unit which the number of surface acres of the Leased Premises included in the Pooled Unit bears to the total number of surface acres included in the Pooled Unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the Pooled Unit (or to each separate tract within the unit) that pro rata portion of all of the oil and gas, or either of them, produced from the Pooled Unit which the number of surface acres covered by this lease (or in such separate tract) and included in the Pooled Unit bears to the total number of acres in the Pooled Unit. Pooling hereunder shall not constitute a cross-conveyance of interests. In the event this lease, or any part thereof, covers separate tracts, no communitization of royalty interests as between any such tracts is intended or shall result from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right and authority to pool or unitize the Leased Premises as provided in the pooling or other such provisions contained in this lease. As used in this paragraph, the term "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Leased Premises. At any time while this lease is in force, Lessee may not dissolve the Pooled Unit established hereunder without Lessor's prior written consent.

8. **ASSIGNMENT.** No change in ownership shall be binding on either party hereto until thirty (30) days after the other party has been furnished the original or certified or duly authenticated copies of the documents evidencing such change of ownership. All assignments and subleases of Lessee's rights hereunder must require the assignee or sublessee to assume all of Lessee's obligations under this lease

9. **NO SURFACE USE.** Notwithstanding anything herein to the contrary, Lessee and its contractors and agents shall have no right to enter upon, conduct any drilling or other surface operations of any nature, or place any facilities or structures of any kind on, over or across, any portion of the surface of the Leased Premises (including, but not limited to, exploration activities of any nature, seismic activities, the laying of pipelines, surveying, the building of roads, tanks, power stations, telephone lines, flow lines,

**electric power lines, tank batteries, or treaters).** Provided however, Lessee shall have the limited right to enter the Leased Premises with a subsurface horizontal or directional wellbore from a surface drill site on other lands in an effort to explore for and develop oil and gas under the Leased Premises, provided that such operations do not interfere with the surface of the Leased Premises or the subsurface support of any improvements constructed on the Leased Premises.

10. **INDEMNITY.** Lessee, its successors and assigns agree to release, indemnify, pay all costs to defend as incurred on a reasonable basis, and hold harmless Lessor and its owners, officers, partners, contractors, tenants, members, managers, guests, invitees, and any of their assigns, successors, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury, disability and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), **INCLUDING CLAIMS ARISING FROM THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, OMISSION OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES, INCLUDING STRICT LIABILITY CLAIMS**, excluding the gross negligence or willful misconduct of the Indemnified Parties, which may grow out of, arise from, or in any manner be connected with the activities of Lessee and Lessee's agents, invitees, guests, contractors, servants and employees, whether negligent or not, on the Leased Premises, or any adjacent property. For purposes of this lease, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Toxic Substances Control Act (TSCA), the Hazardous Materials Transportation Act (49 USC §5101 et seq.), the Texas Health and Safety Code, the Texas Water Code (TWC), the Texas Natural Resources Code, and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes. Lessee's obligations in this paragraph shall survive the termination of this lease.

11. **ENVIRONMENTAL LIABILITY.** As used in this lease, the term "Hazardous Materials or Oil and Gas Waste" means (i) any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced in paragraph 10 of this lease, and (ii) substances defined as oil and gas waste under any applicable federal or state environmental law or regulation, including those promulgated under Section 91.1011 of the Texas Natural Resources Code. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). Lessee agrees (1) to remove from the Leased Premises and any adjacent property, if, as and when required by any action or law, any Hazardous Materials or Oil and Gas Waste placed or released thereon by Lessee (including its drillers and other contractors), (2) to perform Remedial Work where the need therefore arises directly resulting from Lessee's (including its drillers' and other contractors') operations or activities on the Leased Premises and any adjacent

property, and (3) to comply in all respects with all laws governing operations by Lessee (including its drillers and other contractors) and Remedial Work on or associated with the Leased Premises and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Lessee under the supervision of an engineer selected by Lessee, and approved in writing by Lessor. All costs and expenses of Remedial Work resulting from Lessee's (including its drillers' and other contractors') operations shall be paid by Lessee, including, without limitation, the charges of such contractors and/or the consulting engineer and the Lessor's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Lessee shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, the Lessor may (but shall not be required to), after first giving Lessee fifteen (15) days notice of its failure and Lessee's continued failure to perform, cause such Remedial Work to be performed and Lessee will reimburse all reasonable costs of same on demand. The provisions of this paragraph shall not constitute approval or obligate the Lessor to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the Leased Premises or adjacent property for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Lessee will notify Lessor of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials or Oil and Gas Waste on the Leased Premises or any adjoining property and provide Lessor with copies of (1) any notice of any actual or threatened release of Hazardous Materials or Oil and Gas Waste given by Lessee pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Lessee, its successors and assigns, in accordance with the provisions of paragraph 10, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials or Oil and Gas Waste in connection with the operations of Lessee and Lessee's agents, invitees, guests, contractors, servants and employees on the Leased Premises or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by Lessor or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the Lessor. The Lessee's obligations in this paragraph shall survive the termination of this lease.

12. INSURANCE. Lessee, at its own expense, shall maintain a general liability insurance policy (covering both bodily injury, property damage, cleanup, surface remediation, blowout and loss of well coverage and covering Lessee's indemnity obligations under this lease) in an amount of at least \$5,000,000 combined single limit. Lessee shall also, at its own expense, carry worker's compensation insurance as required by law.

13. FORCE MAJEURE. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon, from producing oil or gas therefrom, by reason of fire, storm, flood, war, riot, strike or by act of God, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended for a period not to exceed two (2) consecutive years, and Lessee shall not be liable in damages for failure to comply therewith, and this lease shall be extended for a reasonable period of time beyond the end of the actual Force Majeure, in order for Lessee to prepare for and

to proceed with conducting the desired operations on or from producing oil or gas from the leased premises. In order for Lessee to claim the benefit of this paragraph, Lessee must advise Lessor in writing within thirty (30) days of the date Lessee claims any obligation is suspended, setting forth in reasonable detail such facts as Lessee relies upon to make the provisions of this paragraph applicable and Lessee must make every reasonable attempt to cure any force majeure event on an ongoing basis during such period of force majeure.

14. NOTICES.

(a) To Lessee. All notices to Lessee from Lessor shall be sent to the following address:

**XTO Energy Inc.**  
810 Houston Street  
Fort Worth, Texas 76102  
Attn: Win Ryan  
(817) 885-2336 (office)

Lessor shall be notified in writing of any change of address, or of the party to receive notice on behalf of Lessee.

(b) To Lessor. Lessor shall be notified at the address shown on Schedule I attached hereto. Lessor shall notify Lessee of any change of the address set forth below.

15. OPERATOR'S STANDARD. In addition to any duties implied by law or equity, Lessee agrees to drill all wells which may be drilled on the Leased Premises in a good and workmanlike manner; at all times to operate such wells and all appurtenances in connection therewith in an efficient and workmanlike manner and in accordance with good industry practices. Lessee also agrees to conform to all laws and regulations of the State of Texas regarding the drilling or operation of said well or wells or the operation and development of said lease, and to the rules and regulations of said regulatory body or bodies, if any, governing the location, drilling, operations, abandonment and/or plugging of wells and of the control of water, gas or oil. Nothing in this lease negates the usual implied covenants imposed upon Lessee.

16. NO WARRANTY. Notwithstanding anything herein to the contrary, this lease is made by Lessor without any warranties or representations of title, ownership or control of the Leased Premises, either express or implied, and without recourse against Lessor. All warranties that might arise by common law or by statute, including but not limited to Section 5.023 of the Texas Property Code (or its successor) are excluded. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the leased premises. Lessee assumes all risks of title failures. In the event the Leased Premises are encumbered by any mortgage or lien, Lessee shall have the sole obligation to obtain any subordination of mortgage or lien, if any, at Lessee's sole expense, in a form acceptable to Lessor. Lessor shall reasonably cooperate in such efforts. Lessee at its option may pay and discharge any taxes, mortgages, or other liens existing, levied or assessed on or against the leased premises, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and



royalties accruing hereunder toward satisfying same.

17. NOISE. Noise levels associated with Lessee's operations on any drillsite utilized for the development of the Pooled Unit shall comply with the City of Fort Worth Drilling Ordinance, as amended.

18. NO COMPRESSORS. Lessee, its affiliates, contractors and gas purchasers, shall not locate compressors for the compression of gas within two thousand feet (2,000') of the Leased Premises.

19. DUST, VIBRATION AND ODORS. Lessee's operations on any drillsite or other facility utilized for the development of the Pooled Unit shall comply with the City of Fort Worth Drilling Ordinance, as amended.

20. LIGHTS. Lessee shall direct lights on any drillsite or other facility utilized for the development of the Pooled Unit away from the Leased Premises.

21. TOP LEASING. Top leasing of this lease is expressly permitted, and there shall be no limitation or prohibition on top leases.

22. SUCCESSORS AND ASSIGNS. All terms, provisions and obligations of this lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, legal representatives, administrators, permitted successors and assigns.

23. ATTORNEYS' FEES. In the event either party is required to employ legal counsel for the enforcement of any provision of this Lease (or to defend allegations of breach thereof) and prevails, the prevailing party will be entitled to recover from the other party reasonable attorney's fees, court costs, and related expenses incurred by Lessor.

24. DIVISION ORDERS. It is agreed that neither this lease nor any terms or provisions hereof shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, its successors, agents, or assigns. If Lessee shall require the execution of a division order for payment of royalty payable under this lease, then the only form of division order permitted for Lessee's use shall be such form promulgated by the State of Texas and set forth in Section 91.402(d), of the Texas Natural Resources Code as amended from time to time. Transfer orders, if required, shall be solely for the purpose of confirming the interest transferred by Lessor. In the event of production, all division orders prepared by Lessee and its assigns shall eliminate all references to ratification of Lessee's acts and ratification of gas or oil purchase contracts. If such statements are contained therein, such ratifications are void and of no effect. Any amendment, alteration, extension or ratification of this lease, or of any term or provision of this lease, shall be made only by an instrument clearly denominating its purpose and effect, describing the specific terms or provisions affected and the proposed change or modification hereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced, and any purported amendment, alteration, extension or ratification not so drafted shall be of no force or effect.

25. PARTIAL TERMINATION. Notwithstanding anything in this lease to the contrary, two (2) years after the expiration of the Primary Term, this lease shall terminate as to all of the Leased Premises save and except the depths from the surface down to one hundred feet (100') below: (i) the deepest depth drilled in any well drilled on the Leased Premises or lands pooled therewith; or (ii) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on the Leased Premises or lands pooled therewith, whichever is deepest.

26. ENCUMBRANCES. This lease is subject to all licenses, permits, easements, rights of way, surface leases, restrictive covenants, and other contracts of Lessor, or their predecessors in interest, affecting the Leased Premises.

27. COUNTERPARTS. This lease may be executed in multiple counterparts, all of which shall be deemed to constitute one instrument.

28. WAIVER. No waiver of any of the provisions of this lease shall be deemed or constitute a waiver of any other provision of this lease, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Lessor to enforce any provision of this lease shall not be deemed nor shall constitute a waiver of the right of Lessor to enforce such provision.

29. LAW AND VENUE. The rights and duties of the parties under this lease shall be governed by the laws of the State of Texas. Venue for any action to enforce Lessee's obligations hereunder shall lie in Tarrant County, Texas.

30. HEADINGS. The paragraph headings in this lease are for convenience only, and shall not be considered in interpretation or construction of any provision of this lease.

31. DRILL COMMITMENT. In the event that at least one (1) well is drilled and completed within the Pooled Unit as a producing well before the expiration of the Primary Term or the continuous operations period, whichever expires later (the "**First Pooled Unit Well**"), Lessee hereby agrees that it will drill and complete at least four (4) additional horizontal wells within the Barnett Shale formation and within the Pooled Unit (the "**Four Additional Pooled Unit Wells**") prior to two (2) years from the end of the Primary Term of the Lease (the "**Initial Development Date**"). If any of the Four Additional Pooled Unit Wells are not drilled and completed before the Initial Development Date, Lessee shall immediately pay Lessor, as liquidated damages, the sum of \$833.00 per net mineral acre covered by this Lease for each of the Four Additional Pooled Unit Wells not drilled and completed by the Initial Development Date. Lessee and Lessor agree that Lessor's damages in the event of Lessee's breach of such obligation are difficult or impossible to ascertain, and that otherwise obtaining an adequate remedy is inconvenient, and the liquidated damage formula provided for above is a reasonable approximation of the harm or loss for such breach. It is also understood and agreed that payment of the liquidated damages provided for above shall be personal to the owners of the Leased Premises, and the payments provided for in this letter agreement shall be in addition to, and not in lieu of, any payments due and owing under the Lease.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date stated herein.

**LESSOR:**

See Attached Schedule I

**LESSEE:**

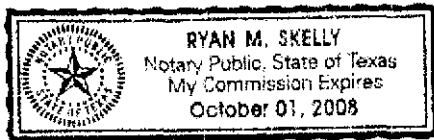
**XTO ENERGY INC.**

By: Edwin S. Ryan, Jr.  
Edwin S. Ryan, Jr.  
Senior Vice President—Land Administration

PMS

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 12<sup>th</sup> day of May, 2008, by Edwin S. Ryan, Jr., Senior Vice President – Land Administration of **XTO Energy Inc.**, a Delaware corporation, on behalf of the corporation.



[Signature]  
Notary Public, State of Texas

**SCHEDULE I**

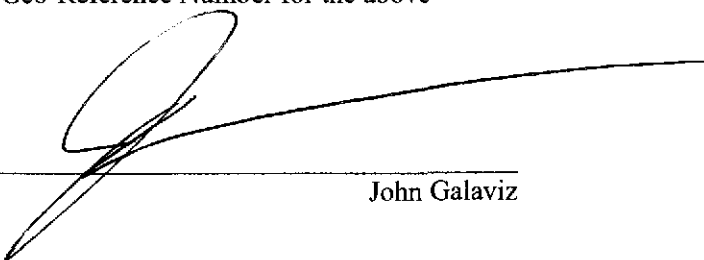
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM JOHN GALAVIZ, A MARRIED PERSON, AS  
LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.2934 acres of land, more or less, and being described in ONE TRACT as  
follows:

Being 0.2934 acres of land, more or less, and being a part of Blk 21, Lot 2, of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated July 29, 2005 and recorded at Instrument  
#D205229675 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-21-2.

Signed for Identification:

X   
John Galaviz

STATE OF Washington }

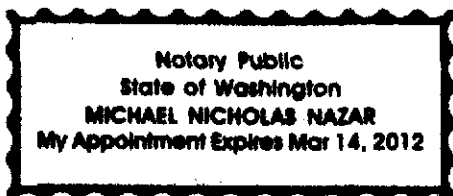
COUNTY OF King }

This instrument was acknowledged before me on the 26<sup>th</sup> day of  
June, 2008 by John Galaviz.

Signature Michael Nicholas Nazar

Printed Michael Nicholas Nazar Notary Public

My commission expires: March 14<sup>th</sup>, 2012  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM GEORGE GRANT LISER, III AND WIFE, SANDRA A. LISER, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3885 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3885 acres of land, more or less, and being a part of Blk 23 Lot 3 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated April 26, 2001 and recorded at Instrument #D201094534 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-23-3.

Signed for Identification:

x George Grant Liser III  
George Grant Liser, III

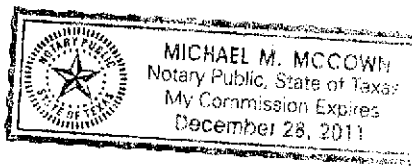
x Sandra A. Liser  
Sandra A. Liser

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 5 day of June, 2008 by George Grant Liser, III and Sandra A. Liser.

Signature Michael M. McCown  
Printed Michael M. McCown Notary Public

My commission expires: 12/28/2011  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED  
MAY 21, 2008 FROM ELLIE LIN, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.43750 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.43750 acres of land, more or less, and being a part of Blk 7 Lot 4 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated July 20, 2005 and recorded at Instrument #D200164273 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-7-4.

Signed for Identification:

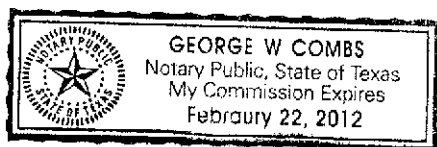
x Ellie Lin  
Ellie Lin

STATE OF TEXAS }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 31 day of MAY,  
2008 by Ellie Lin.

Signature George W. Combs Notary Public  
Printed George W. Combs

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM LILLY B. LIEB PORT REVOCABLE LIVING TRUST, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.9785 acres, of land more or less, and being described in ONE TRACT(S) as follows:

Being 0.9785 acres of land, more or less, and being a part of Blk 37 Lot 8 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated September 18, 2006 and recorded at Instrument #D206298600 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-37-8.

Signed for Identification:

Lessor: Lilly B. Lieb Port Revocable Living Trust

BY: X

Title:

STATE OF New York }  
COUNTY OF Westchester }

This instrument was acknowledged before me on the 10<sup>th</sup> day of June, 2008, by Lilly B. Lieb Port as trustee, of Lilly B. Lieb Port Rev. Living Trust trustee, on behalf of said (trustee) Rev. Living Trust.  
Signature Karen Battista

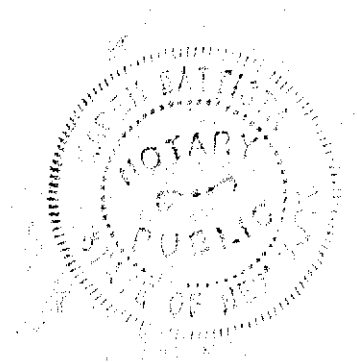
Printed

Karen Battista

Notary Public

My commission expires: 12-11-2009.  
Seal:

KAREN BATTISTA  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN WESTCHESTER COUNTY  
NO. 01BA6029060  
MY COMMISSION EXPIRES 12-11-2009



**SCHEDULE I**

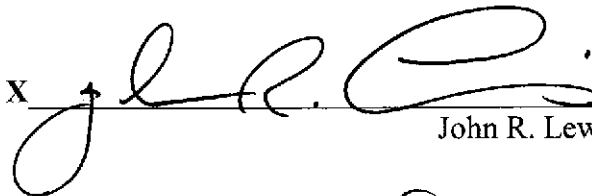
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JOHN R. LEWIS AND WIFE, LISA EHL LEWIS, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3503 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3503 acres of land, more or less, and being a part of Blk 1 Lot 12 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated November 28, 2006 and recorded at Instrument #D206376637 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-1-12.


Signed for Identification:

X   
John R. Lewis

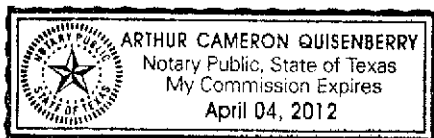
X   
Lisa Ehl Lewis

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 5 day of June, 2008 by John R. Lewis and Lisa Ehl Lewis.

Signature   
Printed Arthur Cameron Quisenberry Notary Public

My commission expires:  
Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM WILLIAM T. LEONARD AND SPOUSE, BRENDA A. LEONARD, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3932 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3932 acres of land, more or less, and being a part of Blk 16 Lot 7 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 31, 2005 and recorded at Instrument #D205156998 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-16-7.

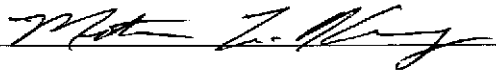
Signed for Identification:

X   
William T. Leonard

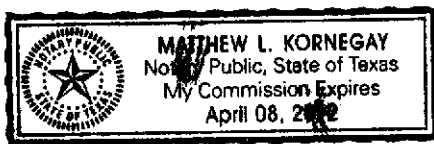
X   
Brenda A. Leonard

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by William T. Leonard and Brenda A. Leonard.

Signature  Notary Public  
Printed Matthew L. Kornegay

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JOHN B. LEE AND ELLEN JAN LEE MARRIED , AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3649 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3649 acres of land, more or less, and being a part of Blk 1 Lot 2 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated March 29, 2007 and recorded at Instrument #D207117211 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-1-2.

Signed for Identification:

X John B. Lee John B. Lee

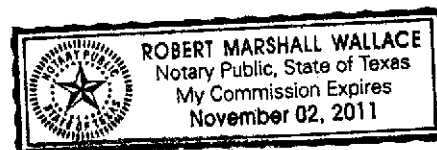
X Ellen Jan Lee Ellen Jan Lee

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by John B. Lee and Ellen Jan Lee.

Signature Robert Marshall Wallace Notary Public  
Printed Robert Wallace

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM BRITT LANE AND TAMMY LANE, AS LESSOR,  
TO XTO ENERGY INC., AS LESSEE.

BEING 0.4658 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.4658 acres of land, more or less, and being a part of Blk 28 Lot 5 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated October 06, 1998 and recorded at Instrument  
#D198244422 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-28-5.

Signed for Identification:

X *Britt Lane*  
Britt Lane

X *Tammy Lane*  
Tammy Lane

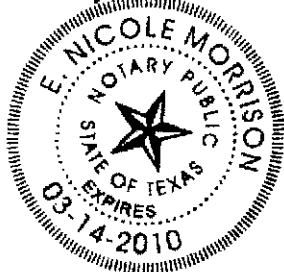
14. NOTICES.

- (b) To Lessor. All notices to Lessor from Lessee shall be sent to the  
following address:

Britt Lane and Tammy Lane  
4055 International Plaza, Ste 450  
Fort Worth, TX 76109

State of Texas            )  
                                  ) ss.  
County of Tarrant        )

This instrument was acknowledged before me, the undersigned, on May 28, 2008, by  
Britt Lane and Tammy Lane.



*E. Nicole Morrison*  
Notary Public In and For the State of Texas

**SCHEDULE I**


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM PETER LANASA AND WIFE, SUSAN LANASA, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

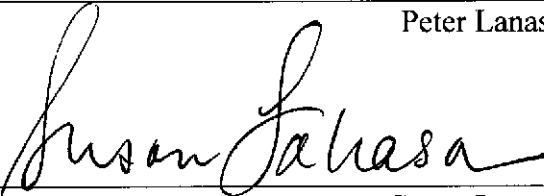
BEING 0.4314 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4314 acres of land, more or less, and being a part of Blk 34 Lot 20 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated June 24, 2004 and recorded at Instrument #D204201735 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-34-20.

Signed for Identification:

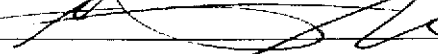
X   
Peter Lanasa

X   
Susan Lanasa

STATE OF Texas }

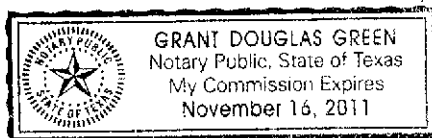
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 31 day of May, 2008 by Peter Lanasa and Susan Lanasa.

Signature  Notary Public

Printed Grant Green

My commission expires: November 16, 2008  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM MICHAEL D. SCHANTZ AND WIFE, BERTILLE T. SCHANTZ, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.1531 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.1531 acres of land, more or less, and being a part of Blk 25 Lot 22 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated August 03, 2004 and recorded at Instrument #D204249520 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-25-22.

Signed for Identification:

x Michael D. Schantz  
Michael D. Schantz

x Bertille T. Schantz  
Bertille T. Schantz

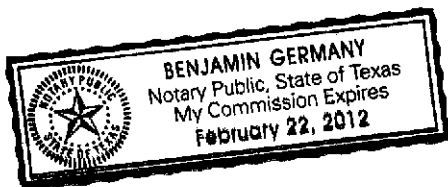
STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 3rd day of June, 2008 by Michael D. Schantz and Bertille T. Schantz.

Signature [Signature]  
Notary Public

Printed Benjamin Germany

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM L & B PARTNERS, LP, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4350 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4350 acres of land, more or less, and being a part of Blk 20 Lot 46 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated January 18, 2008 and recorded at Instrument #D208023584 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-20-46.

Signed for Identification:

Lessor: L & B Partners, LP

BY: X [Signature]

Title: Managing Partner

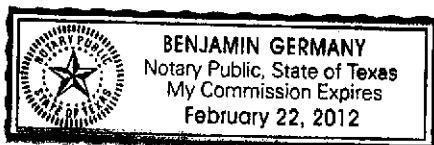
STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 3rd day of June, 2008, by Daria William Gorman as Managing Partner of L & B Partners, LP, on behalf of said L & B Partners, LP.  
Signature [Signature]

Notary Public

Printed Benjamin Germany

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM NICHOLAS M. KYPREOS AND WIFE, CYNTHIA L. KYPREOS, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3643 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3643 acres of land, more or less, and being a part of Blk 12 Lot 19 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated October 16, 2000 and recorded at Instrument #D200235806 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-12-19.

Signed for Identification:

X Nicholas M. Kypreos  
Nicholas M. Kypreos

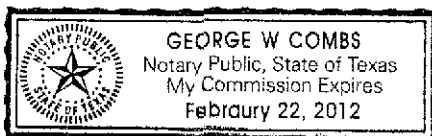
X Cynthia L. Kypreos  
Cynthia L. Kypreos

STATE OF TEXAS }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 31 day of MAY, 2008 by Nicholas M. Kypreos and Cynthia L. Kypreos.

Signature George W. Combs Notary Public  
Printed GEORGE W. COMBS

My commission expires:  
Seal:



**SCHEDULE I**


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM FRANK MARLIN KYLE, JR. AND WIFE, KATHERINE SCHUMACHER KYLE, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4347 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4347 acres of land, more or less, and being a part of Blk 23 Lot 19 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated October 16, 1998 and recorded at Instrument #D198266086 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-23-19.

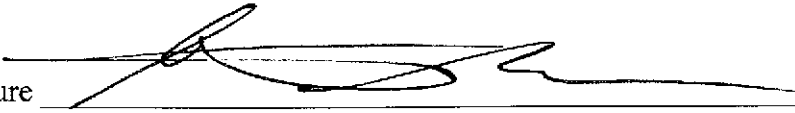
Signed for Identification:

X   
Frank Marlin Kyle, Jr.

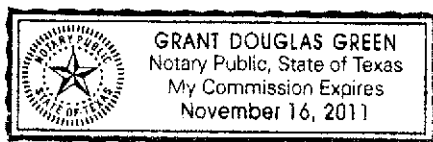
X   
Katherine Schumacher Kyle

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Frank Marlin Kyle, Jr. and Katherine Schumacher Kyle.

Signature   
Notary Public  
Printed Grant Green

My commission expires: November 16, 2008 2011  
Seal:





**SCHEDULE I**

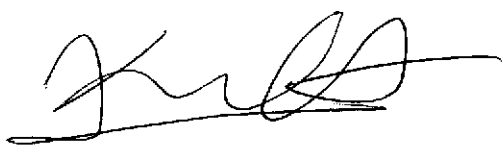
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM KAVITHA SHASHIKUMAR AND SHASHI V. KUMAR, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

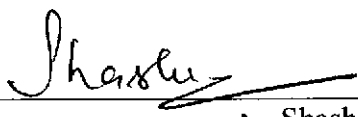
BEING 0.4200 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4200 acres of land, more or less, and being a part of Blk 22 Lot 12 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated September 06, 2006 and recorded at Instrument #D206282148 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-22-12.

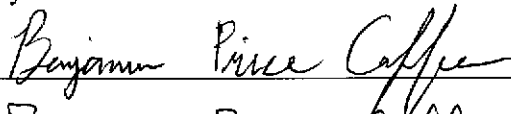
Signed for Identification:

X   
Kavitha Shashikumar

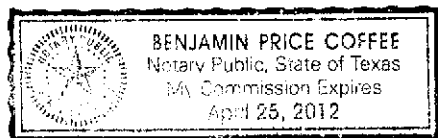
X   
Shashi V. Kumar

STATE OF TX }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28<sup>th</sup> day of May, 2006 by Kavitha Shashikumar and Shashi V. Kumar.

Signature  Notary Public  
Printed Benjamin Price Coffee

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM SHASHI KUMAR AND WIFE, KAVITHA  
SHASHIKUMAR, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 1.0505 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 1.0505 acres of land, more or less, and being a part of Blk 36 Lot 2R of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated July 15, 2005 and recorded at Instrument  
#D205211802 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-36-2R.

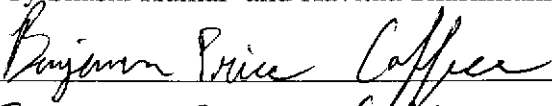
Signed for Identification:

X  Shashi Kumar

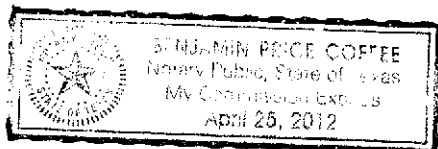
X  Kavitha Shashikumar

STATE OF TX }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28<sup>th</sup> day of  
May, 20 08 by Shashi Kumar and Kavitha Shashikumar.

Signature  Notary Public  
Printed Benjamin Price Coffee

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM YUVARAJ DARREN KUMAR AND WIFE, MADHURI KUMAR, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4165 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4165 acres of land, more or less, and being a part of Blk 12 Lot 38 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated April 30, 2007 and recorded at Instrument #D207154706 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-12-38.

Signed for Identification:

X *Yuvaraj Darren Kumar*  
Yuvaraj Darren Kumar

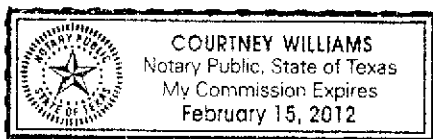
X *Madhuri Kumar*  
Madhuri Kumar

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 5<sup>th</sup> day of June, 2008 by Yuvaraj Darren Kumar and Madhuri Kumar.

Signature *Courtney Williams*  
Printed Courtney Williams Notary Public

My commission expires:  
Seal:



**SCHEDULE I**


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM BARRY B. KROMANN AND WIFE, VAUGHNA KROMANN, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

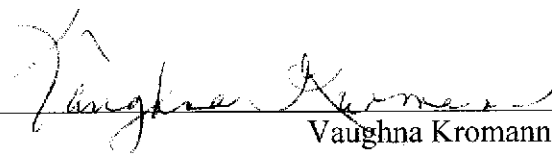
BEING 0.4160 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4160 acres of land, more or less, and being a part of Blk 23 Lot 29 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated September 13, 1999 and recorded at Instrument #D199242251 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-23-29.

Signed for Identification:

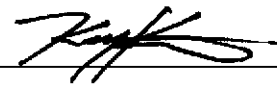
X   
Barry B. Kromann

X   
Vaughna Kromann

STATE OF Texas }

COUNTY OF Tarrant }

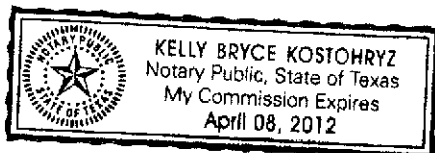
This instrument was acknowledged before me on the 3rd day of June, 20 08 by Barry B. Kromann and Vaughna Kromann.

Signature   
Notary Public

Printed Kelly Kostohryz

My commission expires:

Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM NEENA KOVURU, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4483 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4483 acres of land, more or less, and being a part of Blk 7 Lot 2 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated August 21, 2007 and recorded at Instrument #D208003049 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-7-2.

Signed for Identification:

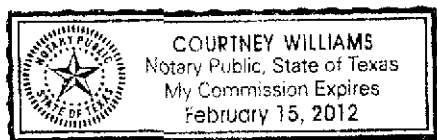
X Neena Kovuru  
Neena Kovuru

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Neena Kovuru.

Signature Courtney Williams  
Printed Courtney Williams Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

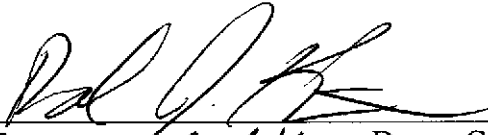
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM DONNA C. KOLAR, AN UNMARRIED PERSON,  
AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.5737 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.5737 acres of land, more or less, and being a part of Blk 5 Lot 7 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated April 19, 1996 and recorded at Instrument  
#D196078152 of the Public Records of Tarrant County, Texas.

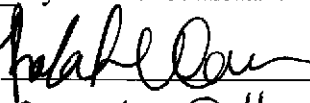
The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-5-7.

Signed for Identification:

X   
Power of Attorney Donna C. Kolar  
Dale Kolar

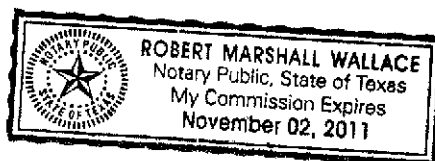
STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 15<sup>th</sup> day of  
June, 2008 by Donna C. Kolar.

Signature   
Printed Robert Wallace Notary Public

My commission expires:

Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM STEVE M. KLINE, JR. AND WIFE, JULIE A. KLINE, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.6610 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.6610 acres of land, more or less, and being a part of Blk 32 Lot 8 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated October 14, 2003 and recorded at Instrument #D203404074 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-32-8.

Signed for Identification:

X [Signature]  
Steve M. Kline, Jr.

X [Signature]  
Julie A. Kline

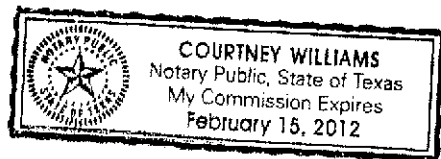
STATE OF Texas }

COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Steve M. Kline, Jr. and Julie A. Kline.

Signature Courtney Williams  
Printed Courtney Williams Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM MARILYN KING-RANKINE, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4918 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4918 acres of land, more or less, and being a part of Blk 7 Lot 5 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated October 07, 1991 and recorded at Instrument #D191178435 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-7-5.

Signed for Identification:

X Marilyn King-Rankine  
Marilyn King-Rankine

STATE OF Texas }

COUNTY OF Tarrant }

This instrument was acknowledged before me on the 3rd day of June, 20 08 by Marilyn King-Rankine.

Signature Kelly Kostohryz Notary Public  
Printed Kelly Kostohryz

My commission expires:  
Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM MICHAEL A. KENNEDY AND SPOUSE, JUDY A. KENNEDY, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.2930 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.2930 acres of land, more or less, and being a part of Blk 19 Lot 5 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated February 11, 2005 and recorded at Instrument #D205046146 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-19-5.

Signed for Identification:

X Michael A. Kennedy  
Michael A. Kennedy

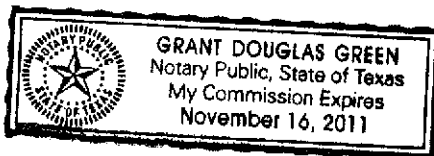
X Judy A. Kennedy  
Judy A. Kennedy

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Michael A. Kennedy and Judy A. Kennedy.

Signature [Signature] Notary Public  
Printed Grant Green

My commission expires:  
Seal:



**SCHEDULE I**

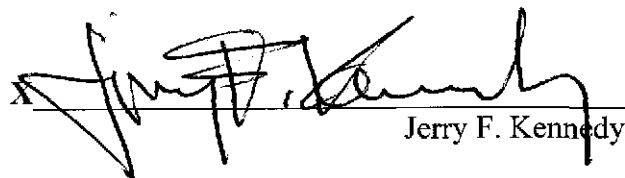
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JERRY F. KENNEDY AND WIFE, BETTY A. KENNEDY, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

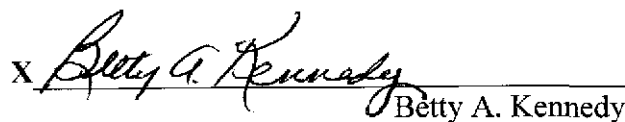
BEING 0.8700 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.8700 acres of land, more or less, and being a part of Blk 37 Lot 36 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 4, 2001 and recorded at Instrument #D201102864 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-37-36.

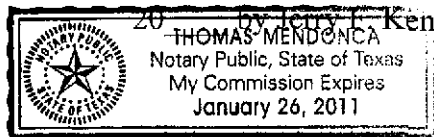
Signed for Identification:

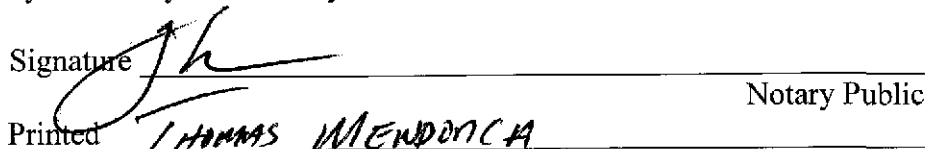
  
Jerry F. Kennedy

x   
Betty A. Kennedy

STATE OF Tx }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 31 day of MAY, 2008 by Jerry F. Kennedy and Betty A. Kennedy.



Signature   
Printed THOMAS MENDONCA Notary Public

My commission expires:  
Seal: 1-26-2011

**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM DAVID E. KELTNER AND WIFE, LARISA J.  
KELTNER, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 1.0431 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 1.0431 acres of land, more or less, and being a part of Blk 9 Lot 13 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated June 08, 1993 and recorded at Instrument  
#D193117224 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-9-13.

Signed for Identification:

X David E. Keltner

David E. Keltner

X Larisa J. Keltner

Larisa J. Keltner

STATE OF Texas }  
COUNTY OF Tarrant }

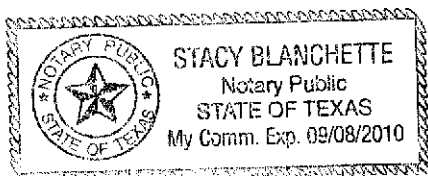
This instrument was acknowledged before me on the 30<sup>th</sup> day of  
May, 2008 by David E. Keltner and Larisa J. Keltner.

Signature Stacy Blanchette

Notary Public

Printed Stacy Blanchette

My commission expires:  
Seal:



**SCHEDULE I**

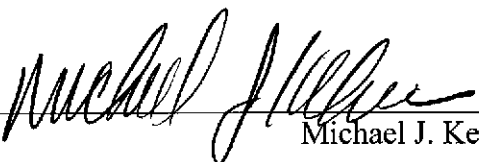
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM MICHAEL J. KEHOE AND ELIZABETH J. KEHOE,  
AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

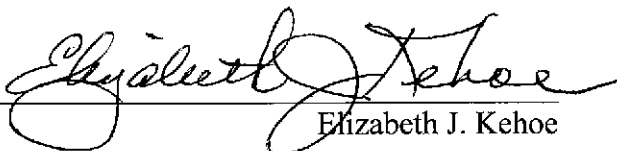
BEING 0.3130 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.3130 acres of land, more or less, and being a part of Blk 12 Lot 8R of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated June 07, 2007 and recorded at Instrument  
#D207205578 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-12-8R.


Signed for Identification:

X   
Michael J. Kehoe

X   
Elizabeth J. Kehoe

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of  
May, 2008 by Michael J. Kehoe and Elizabeth J. Kehoe.

Signature   
Printed Tal Barak Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM HOWARD KATZ AND WIFE, JOAN DOVER KATZ, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.7421 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.7421 acres of land, more or less, and being a part of Blk 9 Lot 14 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated June 10, 1997 and recorded at Instrument #D197104340 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-9-14.

Signed for Identification:

x Howard Katz Howard Katz

x Joan Dover Katz Joan Dover Katz

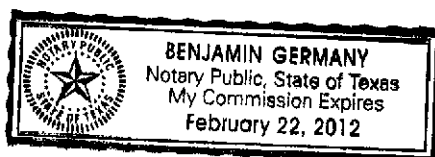
STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 18th day of May, 2008 by Howard Katz and Joan Dover Katz.

Signature [Signature] Notary Public

Printed Benjamin Germany

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM JOSEPH C. KAROL AND WIFE, ANN N. KAROL,  
AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

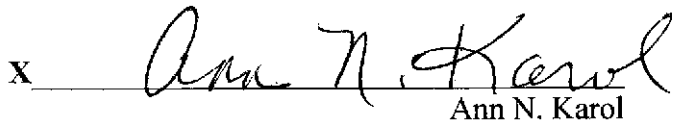
BEING 0.3766 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.3766 acres of land, more or less, and being a part of Blk 12 Lot 15 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated March 03, 1995 and recorded at Instrument  
#D195042905 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-12-15.

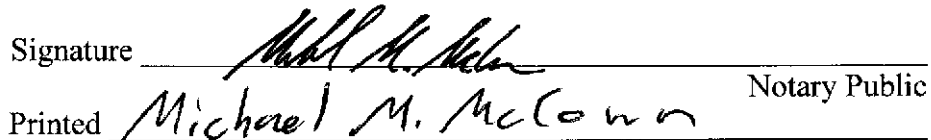
Signed for Identification:

X   
Joseph C. Karol

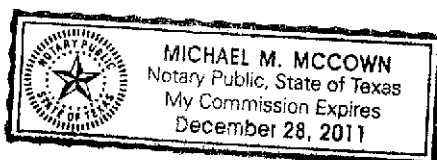
X   
Ann N. Karol

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 5 day of  
June, 2008 by Joseph C. Karol and Ann N. Karol.

Signature   
Printed Michael M. McCown Notary Public

My commission expires: 12/28/2011  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM LARRY KALAS AND DEBBIE KALAS, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.9944 acres, of land more or less, and being described in TWO TRACTS as follows:


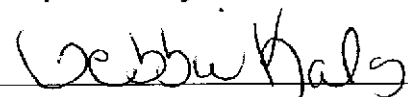
Being 0.4740 acres of land, more or less, and being a part of Blk 33 Lot 3 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated November 30, 2006 and recorded at Instrument #D206385320 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-33-3.

Being 0.5204 acres of land, more or less, and being a part of Blk 33 Lot 2 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated September 08, 2004 and recorded at Instrument #D204285702 of the Public Records of Tarrant County, Texas.


The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-33-2.

Signed for Identification:

x  Larry Kalas  
x  Debbie Kalas

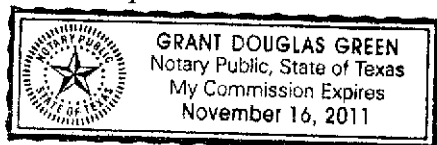
STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Larry Kalas and Debbie Kalas.

Signature  Notary Public  
Printed Grant Green

My commission expires: November 16, 2011

Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM VIJAY G. KALARIA AND WIFE, RITA V. PATEL ,  
AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 1.3373 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 1.3373 acres of land, more or less, and being a part of Blk 6 Lot 10R of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described in that certain plat dated May 24, 2006 and recorded in Cabinet B,  
Slide 3176 of the Plat Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-6-10R.

Signed for Identification:

x *Vijay G. Kalaria*  
Vijay G. Kalaria

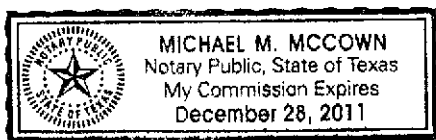
x *Rita V. Patel*  
Rita V. Patel

STATE OF *Texas* }  
COUNTY OF *Tarrant* }

This instrument was acknowledged before me on the *5* day of  
*June*, 20*08* by Vijay G. Kalaria and Rita V. Patel.

Signature *Michael M. McCown*  
Printed *Michael M. McCown* Notary Public

My commission expires: *12/28/2011*  
Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM PATRICIA J. JUSZLI, AS LESSOR, TO XTO  
ENERGY INC., AS LESSEE.

BEING 0.3121 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.3121 acres of land, more or less, and being a part of Blk 1 Lot 11 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated December 27, 1999 and recorded at Instrument  
#D199316748 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-1-11.

Signed for Identification:

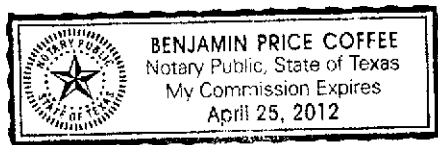
x Patricia J. Juszli  
Patricia J. Juszli

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of  
May, 2008 by Patricia J. Juszli.

Signature Benjamin P. Coffee  
Printed Benjamin P. Coffee Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JACK VEDDER JONES AND SANDY JONES, HUSBAND AND WIFE, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4200 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4200 acres of land, more or less, and being a part of Blk 11 Lot 12 of Mira Vista Addition Phase 2-B, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 29, 2003 and recorded at Instrument #D203241395 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-11-12.

Signed for Identification:

x *Jack V. Jones*  
Jack Vedder Jones

x *Sandy Jones*  
Sandy Jones

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 08th day of May, 2008 by Jack Vedder Jones and Sandy Jones.

Signature

*Benjamin Germany*

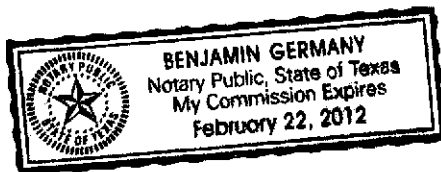
Notary Public

Printed

Benjamin Germany

My commission expires:

Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM DOUGLAS D. JONES , AS LESSOR, TO XTO  
ENERGY INC., AS LESSEE.

BEING 0.5873 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.5873 acres of land, more or less, and being a part of Blk 12 Lot 42 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated June 11, 2004 and recorded at Instrument  
#D204189231 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-12-42.

Signed for Identification:

X  \_\_\_\_\_  
Douglas D. Jones

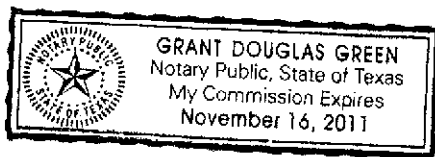
STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of  
May, 2008 by Douglas D. Jones .

Signature  \_\_\_\_\_  
Notary Public

Printed Grant Green

My commission expires:  
Seal:



**SCHEDULE I**

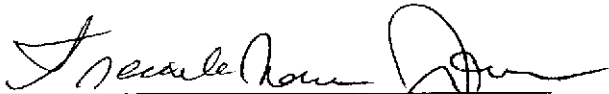
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM GRACIELA NOEMI JONES AND GALEN K. JONES WIFE AND HUSBAND , AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

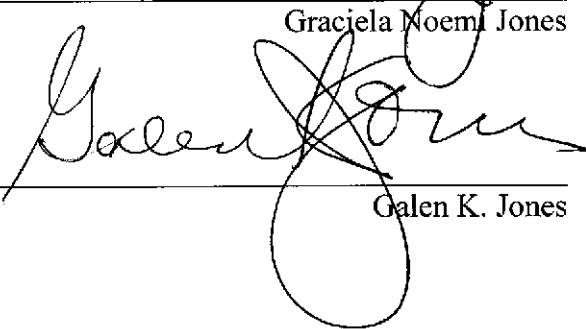
BEING 0.2930 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.2930 acres of land, more or less, and being a part of Blk 21 Lot 9 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated August 30, 2000 and recorded at Instrument #D200203771 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-21-9.


Signed for Identification:

X   
Graciela Noemi Jones

X   
Galen K. Jones

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Graciela Noemi Jones and Galen K. Jones.

Signature   
Printed Tal Barak Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM ROSEMARY JONES , AS LESSOR, TO XTO  
ENERGY INC., AS LESSEE.

BEING 0.4120 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.4120 acres of land, more or less, and being a part of Blk 22 Lot 29 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated April 07, 2006 and recorded at Instrument  
#D206109368 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-22-29.

Signed for Identification:

x Rosemary Jones  
Rosemary Jones

STATE OF Texas }  
COUNTY OF Tarrant }

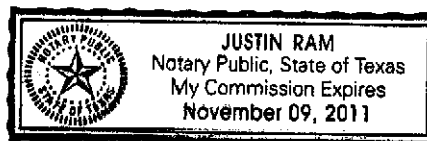
This instrument was acknowledged before me on the 3 day of  
June, 2008 by Rosemary Jones .

Signature

Printed

Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JUDY P. JOHNSTON, A MARRIED PERSON, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.5070 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.5070 acres of land, more or less, and being a part of Blk 28 Lot 23 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated February 28, 2001 and recorded at Instrument #D201044658 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-28-23.

Signed for Identification:

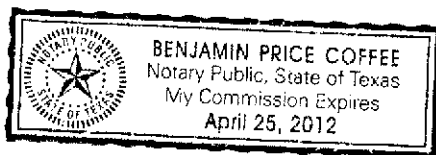
x Judy P. Johnston  
Judy P. Johnston

STATE OF TX }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 24<sup>th</sup> day of May, 2008 by Judy P. Johnston.

Signature Benjamin Price Coffee  
Printed Benjamin Price Coffee Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

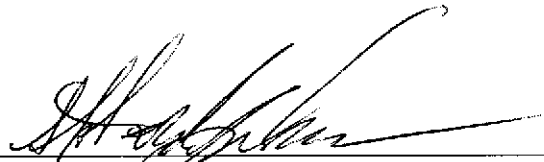
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM STEPHEN ANDREW JOHNSON, A SINGLE  
PERSON, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.1443 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.1443 acres of land, more or less, and being a part of Blk 25 Lot 31 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated June 25, 1999 and recorded at Instrument  
#D199167203 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-25-31.

Signed for Identification:

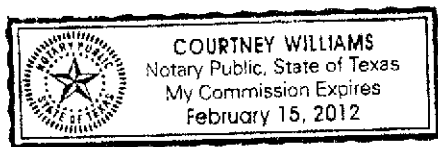
x   
Stephen Andrew Johnson, a single person

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of  
May, 2008 by Stephen Andrew Johnson.

Signature Courtney Williams  
Printed Courtney Williams Notary Public

My commission expires:  
Seal:



**SCHEDULE I**


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM ERIC S. JOHNSON, A SINGLE PERSON, AS  
LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.1748 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.1748 acres of land, more or less, and being a part of Blk 25 Lot 23 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated July 07, 2006 and recorded at Instrument  
#D206212659 of the Public Records of Tarrant County, Texas.


The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-25-23.

Signed for Identification:

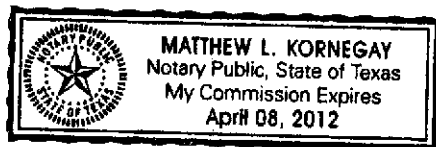
X   
Eric S. Johnson, a single person

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of  
May, 2008 by Eric S. Johnson .

Signature  Notary Public  
Printed Matthew L. Kornegay

My commission expires:  
Seal:





**SCHEDULE I**


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM CLIFFORD JOHNSON AND MARY ANN JOHNSON  
AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3915 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.3915 acres of land, more or less, and being a part of Blk 17 Lot 3R of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as Blk 17 Lot 3R of Mira Vista Addition in that particular plat dated October 24, 1996 and recorded at Cabinet B, Slide 480, of the Plat Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-17-3R.


Signed for Identification:

X   
Clifford Johnson

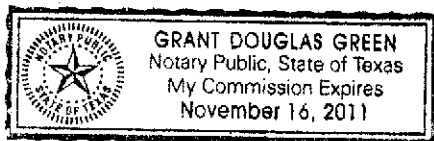
X   
Mary Ann Johnson

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 31 day of  
May, 2008 by Clifford Johnson and Mary Ann Johnson.

Signature   
Printed Grant Green Notary Public

My commission expires: November 16, 2011  
Seal:



**SCHEDULE I**


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JOHN T. JARRETT AND WIFE, SARAH F. JARRETT, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

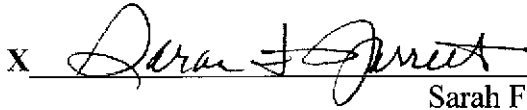
BEING 0.3161 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3161 acres of land, more or less, and being a part of Blk 25 Lot 20R of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated February 17, 2004 and recorded at Instrument #D204053177 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-25-20R.

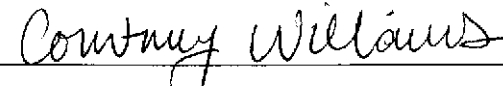
Signed for Identification:

X  John T. Jarrett

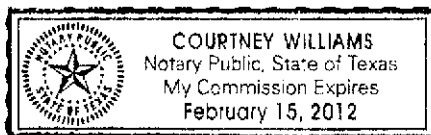
X  Sarah F. Jarrett

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by John T. Jarrett and Sarah F. Jarrett.

Signature  Notary Public  
Printed Courtney Williams

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM PAUL A. JANIAC AND WIFE, LINDA LOVING-JANIAC, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.1793 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.1793 acres of land, more or less, and being a part of Blk 24 Lot 2 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 11, 2006 and recorded at Instrument #D206144566 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-24-2.

Signed for Identification:

x Paul A. Janiak  
Paul A. Janiak

x Linda Loving-Janiak  
Linda Loving-Janiak

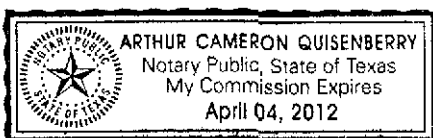
STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Paul A. Janiak and Linda Loving-Janiak.

Signature A. C. Quisenberry  
Notary Public

Printed Arthur Cameron Quisenberry

My commission expires:  
Seal:



**SCHEDULE I**

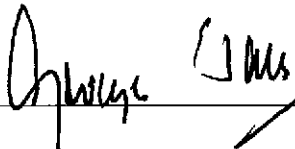
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM GEORGE JAMES AND WIFE, REKHA HAMILTON, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.


BEING 0.5505 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.5505 acres of land, more or less, and being a part of Blk 34 Lot 4 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated July 23, 2007 and recorded at Instrument #D207261201 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-34-4.


Signed for Identification:

X  George James

X  Rekha Hamilton

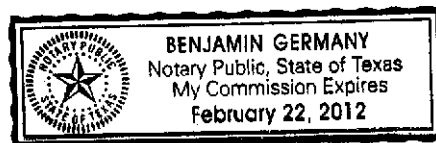
STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 18th day of May, 2009 by George James and Rekha Hamilton.

Signature  Notary Public

Printed Benjamin Germany

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM KARIM S. JAMAL , AN UNMARRIED PERSON , AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4840 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4840 acres of land, more or less, and being a part of Blk 15 Lot 7 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated November 16, 2001 and recorded at Instrument #D201293206 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-15-7.

Signed for Identification:

X

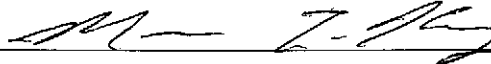


Karim S. Jamal

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Karim S. Jamal .

Signature

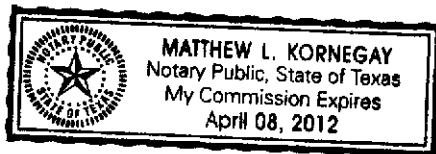


Notary Public

Printed

Matthew L. Kornegay

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM LALITHA JAGADISH M.D., A SINGLE PERSON,  
AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4420 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.4420 acres of land, more or less, and being a part of Blk 20 Lot 42 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated February 24, 2006 and recorded at Instrument  
#D206065220 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-20-42.

Signed for Identification:

X Lalitha Jagadish  
Lalitha Jagadish M.D., a single person

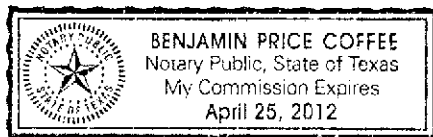
STATE OF TX }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28<sup>th</sup> day of  
May, 2008 by Lalitha Jagadish M.D. .

Signature Benjamin Price Coffee  
Printed Benjamin Price Coffee Notary Public

My commission expires:

Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM JANET L. GOFF, A SINGLE PERSON, AS LESSOR,  
TO XTO ENERGY INC., AS LESSEE.

BEING 0.7760 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.7760 acres of land, more or less, and being a part of Blk 9 Lot 15R1 of Mira  
Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being  
more particularly described as a Deed dated December 03, 2002 and recorded at  
Instrument #D202371321 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-9-15R1.

Signed for Identification:

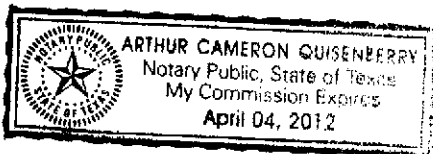
X Janet L. Jackson  
Janet L. Goff, a single person  
AKA Janet L. Jackson (99) 5-28-08

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of  
May, 2008 by Janet L. Goff. Janet L. Jackson

Signature Arthur Cameron Quisenberry Notary Public  
Printed Arthur Cameron Quisenberry

My commission expires:  
Seal:



## SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM GEORGE PARKER YOUNG AND WIFE, KATHRYN  
KOGER YOUNG, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.6964 acres, of land more or less, and being described in ONE TRACTS as  
follows:

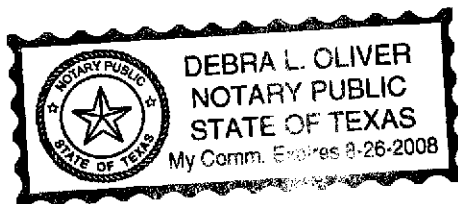
Being 0.6964 acres of land, more or less, and being a part of Blk 22 Lot 26 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated July 07, 1995 and recorded at Instrument #D195116355 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-22-26.

Signed for Identification:

X   
George Parker Young

X   
Kathryn Koger Young



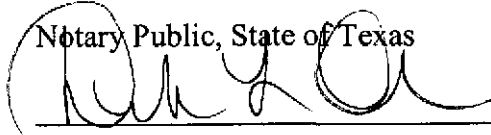


STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

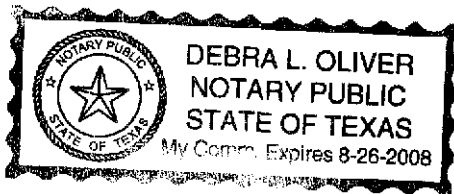
Before me, a Notary Public, on this day personally appeared George Parker Young, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of May, 2008.

Notary Public, State of Texas



(SEAL)

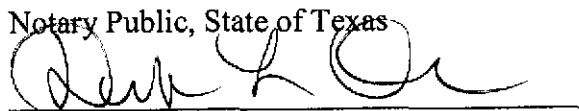


STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

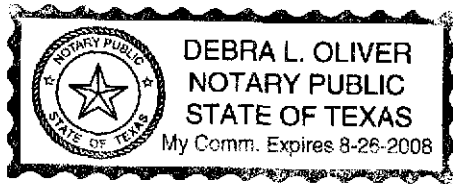
Before me, a Notary Public, on this day personally appeared Kathryn Koger Young, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30<sup>th</sup> day of May, 2008.

Notary Public, State of Texas



(SEAL)



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM BERNARD R. JACK AND SPOUSE, NAOMI M. JACK, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.9100 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.9100 acres of land, more or less, and being a part of Blk 37 Lot 2R of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated December 22, 2005 and recorded at Instrument #D205389594 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-37-2R.

Signed for Identification:

x Bernard R. Jack  
Bernard R. Jack

x Naomi M. Jack  
Naomi M. Jack

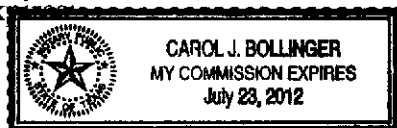
STATE OF TEXAS }

COUNTY OF TARRANT }

This instrument was acknowledged before me on the 31<sup>st</sup> day of MAY, 2008 by Bernard R. Jack and Naomi M. Jack.

Signature Carol J. Bollinger  
Printed CAROL J. BOLLINGER Notary Public

My commission expires  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM MICHAEL J. ISAAC AND WIFE, LORRAINE S. ISAAC, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

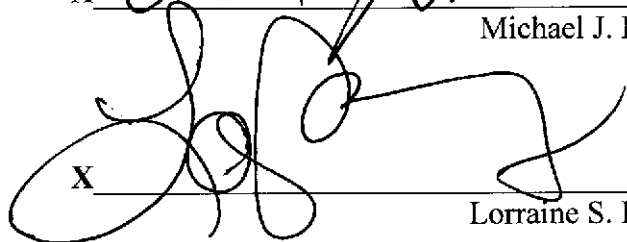
BEING 0.4484 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4484 acres of land, more or less, and being a part of Blk 15 Lot 34 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 11, 1994 and recorded at Instrument #D194118451 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-15-34.

Signed for Identification:

X   
Michael J. Isaac

X   
Lorraine S. Isaac

STATE OF Texas }

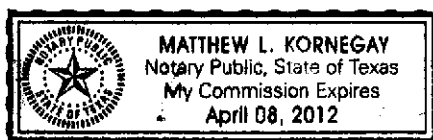
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 5 day of June, 2008 by Michael J. Isaac and Lorraine S. Isaac.

Signature  Notary Public

Printed Matthew L. Kornegay

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM TOM IDLEMAN AND SPOUSE, SUSAN IDLEMAN, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3350 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3350 acres of land, more or less, and being a part of Blk 15 Lot 5 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated April 05, 2005 and recorded at Instrument #D205106325 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-15-5.

Signed for Identification:

X Tom Idleman  
Tom Idleman

X Susan Idleman  
Susan Idleman

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Tom Idleman and Susan Idleman.

Signature Robert Marshall Wallace  
Printed Robert Marshall Wallace Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM TERESA L. HUNT, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4087 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4087 acres of land, more or less, and being a part of Blk 12 Lot 3 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated December 19, 2006 and recorded at Instrument #D207016734 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-12-3.

Signed for Identification:

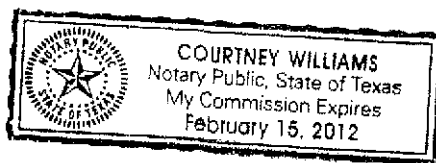
x Teresa L. Hunt  
Teresa L. Hunt

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Teresa L. Hunt.

Signature Courtney Williams  
Printed Courtney Williams Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

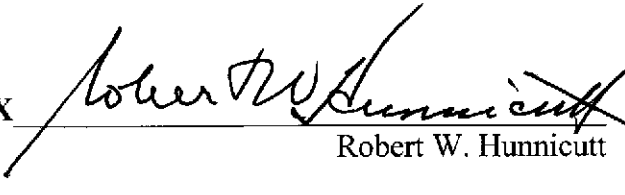
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM ROBERT W. HUNNICUTT AND WIFE, MARSHA R. HUNNICUTT, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

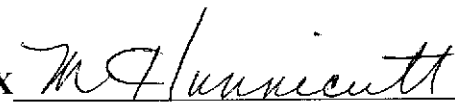
BEING 0.6475 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.6475 acres of land, more or less, and being a part of Blk 9 Lot 4 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated October 20, 1988 and recorded at Instrument #D188571672 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-9-4.


Signed for Identification:

X   
Robert W. Hunnicutt

X   
Marsha R. Hunnicutt

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 08 day of May, 2008 by Robert W. Hunnicutt and Marsha R. Hunnicutt.

Signature   
Printed Tal Barak Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

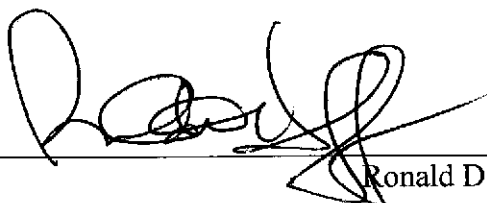
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM RONALD D. HUFF , AS LESSOR, TO XTO ENERGY  
INC., AS LESSEE.

BEING 0.3380 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.3380 acres of land, more or less, and being a part of Blk 31 Lot 3 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated November 18, 2003 and recorded at Instrument  
#D203436141 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-31-3.

Signed for Identification:

X  Ronald D. Huff

STATE OF Tx }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 31 day of  
MAY, 2008 by Ronald D. Huff .

Signature

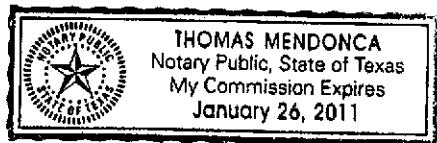


Notary Public

Printed

THOMAS MENDONCA

My commission expires:  
Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM H. KENNON HUGHENS AND WIFE, JENNIFER  
HUGHENS, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.7060 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.7060 acres of land, more or less, and being a part of Blk 7 Lot 1 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated September 10, 1999 and recorded at Deed Book  
0014006 and Deed Page 0000028 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-7-1.

Signed for Identification:

X H. Kennon Hughes  
H. Kennon Hughes

X Jennifer Hughes  
Jennifer Hughes

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 03 day of  
June, 2008 by H. Kennon Hughes and Jennifer Hughes.

Signature Susan C Lloyd  
Printed Susan C Lloyd Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM RAMON M. HUGO AND WIFE, MIRLA G. MANITO-HUGO, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.5674 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.5674 acres of land, more or less, and being a part of Blk 12 Lot 30 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated April 07, 1993 and recorded at Instrument #D193068569 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-12-30.

Signed for Identification:

X 

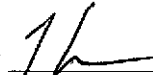
Ramon M. Hugo

X 

Mirla G. Manito-Hugo

STATE OF Tx }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 31 day of May, 2008 by Ramon M. Hugo and Mirla G. Manito-Hugo.

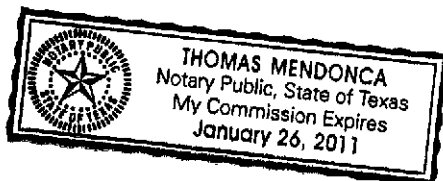
Signature 

Printed THOMAS MENDONCA

Notary Public

My commission expires:

Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM CHRISTOPHER HULL AND WIFE, KAREN HULL, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.8081 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.8081 acres of land, more or less, and being a part of Blk 6 Lot 3 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated January 30, 1992 and recorded at Instrument #D192023312 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-6-3.

Signed for Identification:

x Christopher Hull  
Christopher Hull

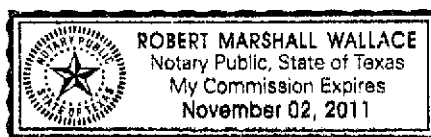
x Karen Hull  
Karen Hull

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Christopher Hull and Karen Hull.

Signature Robert Wallace  
Printed Robert Wallace Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM CARL B. HUNCHAREK AND WIFE, TERRI HUNCHAREK, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3900 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3900 acres of land, more or less, and being a part of Blk 20 Lot 2 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated December 10, 2003 and recorded at Instrument #D203461125 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-20-2.


Signed for Identification:

X   
Carl B. Huncharek

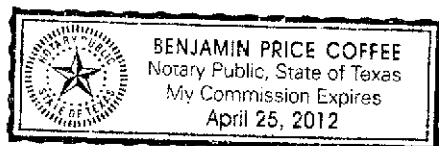
X   
Terri Huncharek

STATE OF TX }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 5<sup>th</sup> day of June, 2008 by Carl B. Huncharek and Terri Huncharek.

Signature  Notary Public  
Printed Benjamin P. Coffee

My commission expires:  
Seal:



SCHEDULE I


ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM ROBERT MICHAEL HOWELL AND WIFE, JANA M. HOWELL, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.


BEING 0.7628 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.7628 acres of land, more or less, and being a part of Blk 32 Lot 6 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated November 24, 2004 and recorded at Instrument #D204370554 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-32-6.


Signed for Identification:

X   
Robert Michael Howell

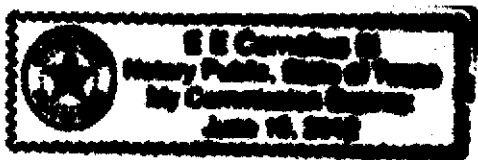
X   
Jana M. Howell

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 24th day of MAY, 2008 by Robert Michael Howell and Jana M. Howell.

Signature   
Printed E E Cornelius III Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM KEVIN S. HOMER AND LIZ HOMER, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.9905 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.9905 acres of land, more or less, and being a part of Blk 37 Lot 25R of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated January 01, 2006 and recorded at Deed Book 16365 and Deed Page 243 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-37-25R.

Signed for Identification:

X [Signature] Kevin S. Homer

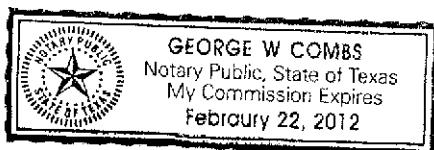
X [Signature] Liz Homer

STATE OF TEXAS }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 26 day of MAY, 2008 by Kevin S. Homer and Liz Homer

Signature [Signature] Notary Public  
Printed George W. Combs

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM LADON W. HOMER AND SPOUSE, MARY ANN HOMER, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4730 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4730 acres of land, more or less, and being a part of Blk 12 Lot 43 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated March 11, 1994 and recorded at Instrument #D194063360 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-12-43.

Signed for Identification:

  
Ladon W. Homer

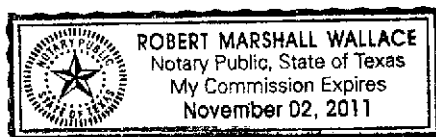
X   
Mary Ann Homer

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 31 day of May, 2008 by Ladon W. Homer and Mary Ann Homer.

Signature Robert Wallace  
Printed Robert Wallace Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM NOEL F. HOLUB, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.7037 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.7037 acres of land, more or less, and being a part of Blk 8 Lot 21 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated July 15, 1999 and recorded at Deed Book 13933 and Deed Page 424 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-8-21.

Signed for Identification:

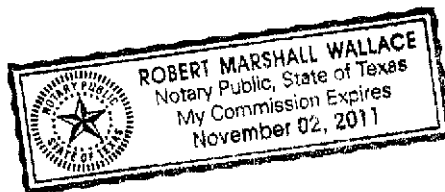
X *Noel F. Holub*  
Noel F. Holub

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 3<sup>rd</sup> day of June, 2008 by Noel F. Holub.

Signature *Robert Marshall Wallace*  
Printed Robert Marshall Wallace Notary Public

My commission expires:  
Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM WILLIAM FAULKNER HOLT AND SPOUSE,  
HEERA CHOI, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

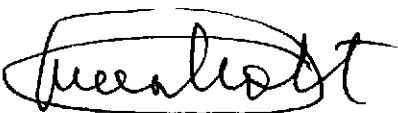
BEING 0.4324 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.4324 acres of land, more or less, and being a part of Blk 34 Lot 24 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated April 13, 2001 and recorded at Instrument  
#D201083429 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-34-24.

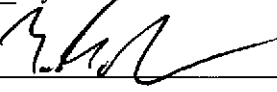
Signed for Identification:

X   
William Faulkner Holt

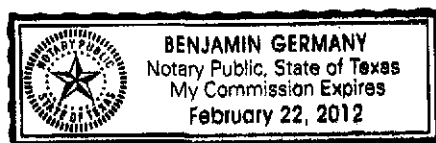
X   
Heera Choi

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 3rd day of  
June, 2008 by William Faulkner Holt and Heera Choi.

Signature   
Printed Benjamin Germany Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM WILLIAM HOLLISTER AND WIFE, JEAN HOLLISTER, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.1780 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.1780 acres of land, more or less, and being a part of Blk 24 Lot 9 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 07, 2007 and recorded at Instrument #D207159469 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-24-9.

Signed for Identification:

x William Hollister  
William Hollister

x Jean Hollister  
Jean Hollister

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 3rd day of June, 2008 by William Hollister and Jean Hollister.

Signature Susan C. Lloyd  
Printed Susan C. Lloyd Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

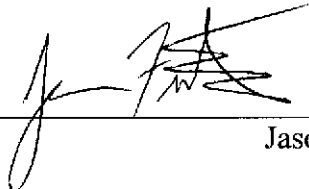
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM JASON FINKELSTEIN AND WIFE, ALICE  
FINKELSTEIN, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4922 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.4922 acres of land, more or less, and being a part of Blk 29 Lot 18 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated June 01, 2006 and recorded at Instrument  
#D206184969 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-29-18.

Signed for Identification:

X   
Jason Finkelstein

X   
Alice Finkelstein

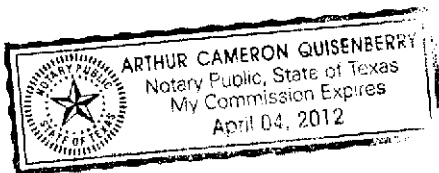
STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of  
May, 20 08 by Jason Finkelstein and Alice Finkelstein.

Signature   
Notary Public

Printed Arthur Cameron Guisenberry

My commission expires:  
Seal:



**SCHEDULE I**

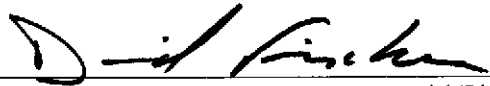
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM DAVID FISCHER AND WIFE, LISA FISCHER, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4592 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4592 acres of land, more or less, and being a part of Blk 28 Lot 6 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated May 12, 2000 and recorded at Instrument #D200107326 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-28-6.

Signed for Identification:

X   
David Fischer

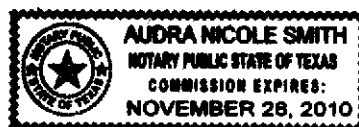
X   
Lisa Fischer

STATE OF TEXAS        }  
COUNTY OF TARRANT    }

Before me, a Notary Public, on this day personally appeared David + Lisa Fischer, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 29th day of May, 2008.

  
Notary Public, State of Texas



**SCHEDULE I**

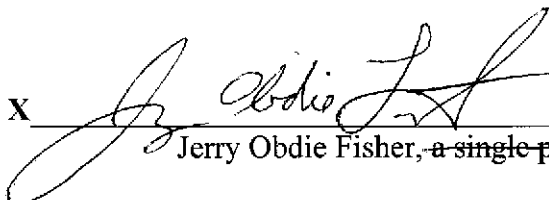
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JERRY OBDIE FISHER, A SINGLE PERSON, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.3910 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.3910 acres of land, more or less, and being a part of Blk 25 Lot 7 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated September 25, 1998 and recorded at Instrument #D198226119 of the Public Records of Tarrant County, Texas.

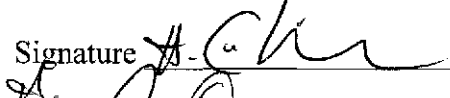
The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-25-7.

Signed for Identification:

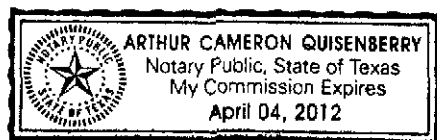
X   
Jerry Obdie Fisher, a single person jr

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Jerry Obdie Fisher.

Signature   
Printed Arthur Cameron Quisenberry Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM RICHARD FOX AND WIFE, KAREN A. FOX, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.6040 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.6040 acres of land, more or less, and being a part of Blk 8 Lot 17 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated January 16, 2006 and recorded at Instrument #D206021945 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-8-17.

Signed for Identification:

X *Richard Fox*  
Richard Fox

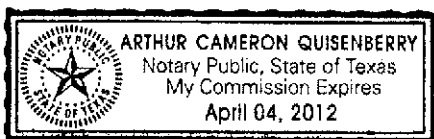
X *Karen A. Fox*  
Karen A. Fox

STATE OF *Texas* }  
COUNTY OF *Tarrant* }

This instrument was acknowledged before me on the *5* day of *June*, 20 *08* by Richard Fox and Karen A. Fox.

Signature *Arthur Cameron Quisenberry*  
Printed *Arthur Cameron Quisenberry* Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM JIM FRANK AND PHYLLIS FRANK, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4430 acres, of land more or less, and being described in ONE TRACTS as follows:

Being 0.4430 acres of land, more or less, and being a part of Blk 16 Lot 8 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated August 05, 2003 and recorded at Instrument #D203292166 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-16-8.

Signed for Identification:

x Jim Frank  
Jim Frank

x Phyllis Frank  
Phyllis Frank

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 28 day of May, 2008 by Jim Frank and Phyllis Frank.

Signature Tal Barak  
Printed Tal Barak Notary Public

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM DEBRA J. FREE , AS LESSOR, TO XTO ENERGY  
INC., AS LESSEE.

BEING 0.2933 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.2933 acres of land, more or less, and being a part of Blk 13 Lot 3 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated July 03, 2001 and recorded at Instrument  
#D201158010 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-13-3.

Signed for Identification:

X Debra J. Free  
Debra J. Free

STATE OF Texas }

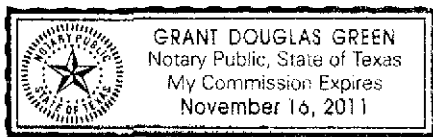
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 31 day of  
May, 20 08 by Debra J. Free .

Signature [Signature]  
Notary Public

Printed Grant Green

My commission expires: November 16, 2011  
Seal:





**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM DAYAKER GAGADAM AND WIFE, USHA V.  
GAGADAM, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.4710 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.4710 acres of land, more or less, and being a part of Blk 28 Lot 4 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated February 08, 2002 and recorded at Instrument  
#D202067312 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-28-4.

Signed for Identification:

X Dayaker Leo Gagadam  
Dayaker Gagadam

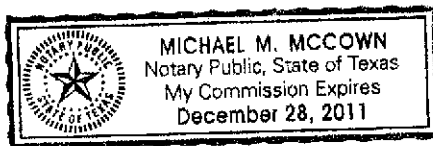
X Usha V Gagadam  
Usha V. Gagadam

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 6 day of  
June, 2008 by Dayaker Gagadam and Usha V. Gagadam.

Signature Michael M. McCown  
Printed Michael M. McCown Notary Public

My commission expires: 12/28/2011  
Seal:



**SCHEDULE I**

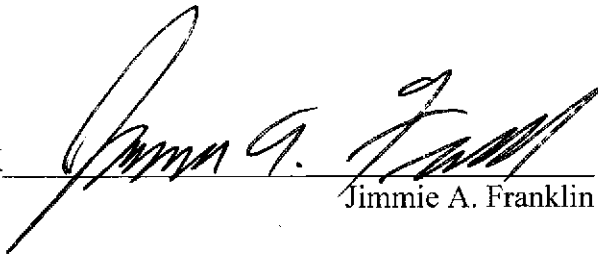
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM JIMMIE A. FRANKLIN AND BRENDA D.  
FRANKLIN, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

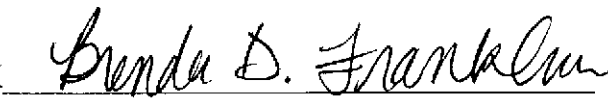
BEING 0.3186 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.3186 acres of land, more or less, and being a part of Blk 20 Lot 33 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated March 14, 2005 and recorded at Instrument  
#D208165552 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-20-33.

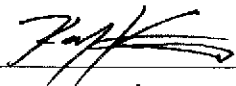
Signed for Identification:

X   
Jimmie A. Franklin

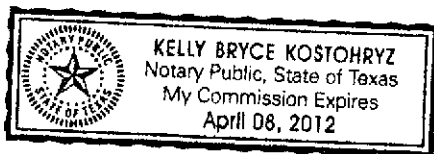
X   
Brenda D. Franklin

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 31st day of  
May, 20 08 by Jimmie A. Franklin and Brenda D. Franklin.

Signature  Notary Public  
Printed Kelly Kostohryz

My commission expires:  
Seal:



**SCHEDULE I**

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 21, 2008 FROM G & L BRANCH MANAGEMENT, LLC, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 0.7056 acres, of land more or less, and being described in TWO TRACTS as follows:

Being 0.4308 acres of land, more or less, and being a part of Blk 14 Lot 3 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated March 01, 2006 and recorded at Instrument #D206063863 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-14-3.

Being 0.2748 acres of land, more or less, and being a part of Blk 20 Lot 48 of Mira Vista Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed dated March 23, 2006 and recorded at Instrument #D206101084 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 26237-20-48.

Signed for Identification:

Lessor: G & L Branch Management, LLC

BY: X KL Gary Nussbaum

Title: president

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 5th day of June, 2008, by Gary Nussbaum as president, of G & L Branch Management, LLC, on behalf of said business

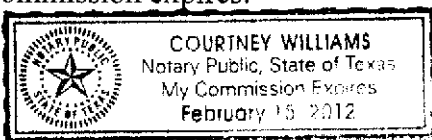
Signature Courtney Williams

Notary Public

Printed Courtney Williams

My commission expires:

Seal:



**SCHEDULE I**

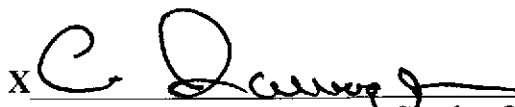
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE  
DATED MAY 21, 2008 FROM CHARLES GALLAGHER AND WIFE, MARY  
GALLAGHER, AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

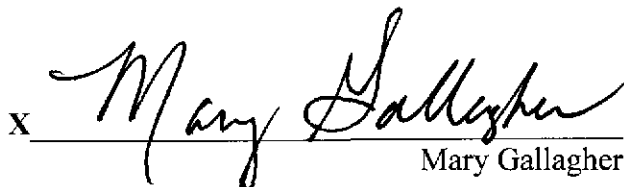
BEING 0.1838 acres, of land more or less, and being described in ONE TRACTS as  
follows:

Being 0.1838 acres of land, more or less, and being a part of Blk 26 Lot 14 of Mira Vista  
Addition, an Addition to the City of Fort Worth, Tarrant County, Texas and being more  
particularly described as a Deed dated December 28, 2006 and recorded at Instrument  
#D207000137 of the Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above  
described property is 26237-26-14.


Signed for Identification:

x   
Charles Gallagher

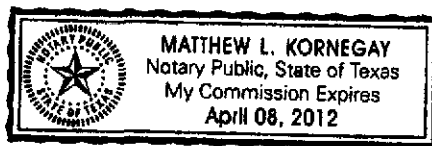
x   
Mary Gallagher

STATE OF Texas }  
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 5 day of  
June, 2008 by Charles Gallagher and Mary Gallagher.

Signature  Notary Public  
Printed Matthew L. Kornegay

My commission expires:  
Seal:





CARLA PETROLEUM INC  
16990 DALLAS PKWY 126

DALLAS TX 752481926

Submitter: CARLA PETROLEUM INC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 07/01/2008 08:53 AM  
Instrument #: D208252524  
LSE 85 PGS \$348.00

By: \_\_\_\_\_



**D208252524**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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